



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar
Hidalgo County Purchasing Agent

DATE: January 20, 2015

RE: "Sole Source Declaration"-Maintenance Services for Interactive Voice Response System.

In January 2010, the Hidalgo County Elections Department acquired through an advertised Request for Proposals, a Keystone Interactive Voice Response System from the awarded sole respondent and sole authorized distributor, Drake Communications, Inc. The purchase included the system's support and maintenance that expired on January 18, 2015.

Hidalgo County Elections Department needs to continue the Support and Maintenance Services for the Keystone Interactive Voice Response System utilized to provide voters and election officials with automated information about voter registration status, precinct and polling places and other data relevant to conduct elections and voter registration. This automated service reduces the amount of manpower necessary to handle the redundant phone requests that consistently come into the department throughout the year.

Therefore, in order to improve, expand and efficiently operate the election process, the Elections Department must purchase support and maintenance services for the Keystone Interactive Voice Response System from Drake Communications, Inc., the sole, seller, distributor, and provider of the support and maintenance services.

This sole source declaration is valid while Drake Communications, Inc. remains as sole manufacturer's distributor, seller and provider of support and maintenance, unless revoked due to an additional vendor(s) for any similar services described and detailed herein for other Departments, Programs or Agencies.

Therefore, Hidalgo County requires to purchase and enter into an Expert Management Agreement with Drake Communications, Inc. to provide support and maintenance services.



Drake Communications Inc.

202 W. McCart St. Suite 200
Krum, Texas 76249
(972) 243-2500 Fax (972) 247-2872
Sales office: 2435 Squire Place Suite 400, Dallas TX 75234

Service (214) 206-3315
Dallas (214) 206-3333
Metro (817) 461-8800

Specialists in High Volume Call Processing Applications

January 14, 2015

Ms. Melanie Esparza
Hidalgo County Elections
101 S. 10th Ave.
Edinburg, TX 78539

Dear Ms. Esparza:

See below our sole source statement that applies to your Elections Information System which we maintain by contract on an annual basis.

Sole Source Provider

Drake Communications is the sole source provider of the Keystone IVR System, and unique software that performs the Elections application so well. The processes used to provide the services for the Elections IVR are secret processes and not provided in any format to any entity outside of Drake Communications, Inc. We also provide the ongoing expertise and lessons learned by Drake Communications, Inc. in maintaining of approximately 40 County Elections Information and Polling Place lookup IVR Systems nationwide, in order to maintain and keep fresh your IVR system with new data and services for the voter on a daily basis. This Keystone product is not marketed or serviced by any other providers and not resold by any other entity. It follows of course, that the maintenance of this product could only be provided by Drake Communications who holds the software settings and secret procedures for such maintenance.

Please feel free to contact me if you should have any questions.

Thank you,

Cecil Drake
President

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

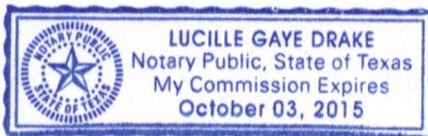
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Cecil Drake
a person known to me to be the person whose signature appears below, whom after being duly sworn
upon his/her oath deposed and said:

1. My name is Cecil Drake. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: DRAKE COMMUNICATIONS, INC.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Keystone Elections Inter Active Voice Response System
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature C. Drake
President

SWORN AND SUBSCRIBED TO under oath before me on 14 day of January, 2015.



Lucille Gaye Drake
NOTARY PUBLIC

Lucille Gaye Drake
PRINTED NAME

10-03-2015
MY COMMISSION EXPIRES

COMPANY NAME: DRAKE COMMUNICATIONS, INC.
ADDRESS, CITY, STATE & ZIP CODE: 202 W. MCCART Suite 200, Krum, TX 76249
PHONE: 972-243-2500 NUMBER: _____
CONTACT NAME AND TITLE: Cecil Drake, President
WEB ADDRESS: www.DrakeCommunications.com EMAIL: Cdrake@DRAKECOMMUNICATIONS.COM
FEDERAL TAX ID NUMBER: 75-2012773 TEXAS SALES TAX NUMBER: 1-752012773-3



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January 14, 2015

Ms. Melanie Esparza
Hidalgo County Elections
101 S. 10th Ave.
Edinburg, TX 78539

Dear Ms. Esparza:

This letter is to provide you a formal quotation for the Expert Management Services of your Elections IVR which the current contract expires on 1/18/15. Your system is a 16 port system with Key #2136800733.

We provide these agreements on an annual basis providing:

For equipment itemized, this payment shall cover: 1. All routine parts and labor required as a consequence of normal wear and tear. 2. Maintenance of the Keystone IVR, including: hardware, troubleshooting and repair. 3. All recordings including recording of polling locations, menus (menu changes to be designed by customer). 4. Creation of Keystone IVR compatible databases from master voter file (MVF) data provided by customer. 5. System back up services and rebuilding of lost application files. 6. As part of our contract, D.C.I. will implement menu changes (recording, and routing) with written notification from the customer, including written script changes. or written confirmation of phone request from customer. 7. Requests with less than eight (8) working hours notification will be completed as quickly as possible but without guarantee of meeting the customer's requested deadline. In short, we maintain your entire system, application, software, and hardware.

Services covered by this Agreement will be provided 24 hours a day, D.C.I.'s personnel will be available to Customers, during normal business hours (8:30 a.m. to 5:00 p.m. C.S.T.), Monday through Friday at (972) 243-2500. For services outside these hours please call (972) 243-2500 and choose prompt for emergency service on a 7 day a week basis.

Service is available 365 days per year. It is expected that 95% of all work will be done remotely. If on site work is required, a FLAT trip charge of \$400.00 will apply. Service to non-maintenance customers is \$480.00 per hour.

Expert Management customers have no limit to the number of hours spent by D.C.I. staff to maintain their system and all costs other than the trip charge are covered by the agreement.

For these services the cost is \$4,800.00 per year.

Sincerely,

Cecil Drake
President

DRAKE COMMUNICATIONS, INC.
202 W McCart St., Suite 200
Krum, TX. 76249

EXPERT MANAGEMENT AGREEMENT

Drake Communications, Inc. (D.C.I.) agrees to provide Expert Management Services for the identified product(s) listed under EQUIPMENT located at the Hidalgo County Elections. Subject to the following terms and conditions:

EQUIPMENT: Elections Interactive Voice Response (IVR)

PAYMENT: For the Term of the Agreement, Customer shall pay D.C.I. as follows:

\$4,800.00 (plus applicable sales taxes) per year, term beginning January 19, 2015 until January 18, 2016

- A. For equipment itemized, this payment shall cover: 1. All routine parts and labor required as a consequence of normal wear and tear. 2. Maintenance of the Keystone IVR, including: hardware, troubleshooting and repair. 3. All recordings including recording of polling locations, menus (menu changes to be designed by customer). 4. Creation of Keystone IVR compatible databases from master voter file (MVF) data provided by customer. 5. System back up services and rebuilding of lost application files. 6. As part of our contract, D.C.I. will implement menu changes (recording, and routing) with written notification from the customer, including written script changes. or written confirmation of phone request from customer. 7. Requests with less than eight (8) working hours notification will be completed as quickly as possible but without guarantee of meeting the customer's requested deadline. **In short, we maintain your entire system, application, software, and hardware.**
- B. Services covered by this Agreement will be provided 24 hours a day, D.C.I.'s personnel will be available to Customers, during normal business hours (8:30 a.m. to 5:00 p.m. C.S.T.), Monday through Friday at (972) 243-2500. For services outside these hours please call (972) 243-2500 and choose prompt for emergency service on a 7 day a week basis.
- Service is available 365 days per year. It is expected that 95% of all work will be done remotely. If on site work is required, a FLAT trip charge of \$400.00 will apply. Service to non-maintenance customers is \$480.00 per hour.
- C. Expert Management customers have no limit to the number of hours spent by D.C.I. staff to maintain their system and all costs other than the trip charge are covered by the agreement

RESPONSE TIME GOAL:

D.C.I. will make diligent effort to respond to Customer requests for corrective maintenance as follows:

- a. With dispatch of a service technician to Customer problem within minutes and not longer than two (2) hours of initial customer notification of emergency conditions.
- b. With dispatch of a service technician to Customer problem within minutes and not longer than Eight (8) working hours or twenty-four (24) clock hours for non-emergency conditions.

EXCLUSIONS FROM MAINTENANCE:

Moves of the system for any reason are not the result of system malfunction and therefore not a maintenance item. If Customer requires the services of D.C.I. in connection with the relocation of the equipment, Customer will pay D.C.I. for such services at D.C.I.'s then current standard rate.

This Agreement does not cover damages due to or failure of the equipment caused by actions other than wear and tear resulting from normal use, including but not limited to misuse, negligence, accident, theft or unexpected loss, abuse, connection to direct current, fire, flood, wind, lightning, acts of terrorism or other acts of God. Some of these costs can often be recouped by claiming loss on Customer insurance policies. Also not covered are improper wiring, installation, repair or alteration by anyone other than D.C.I. Repairs necessitated by any of the above excepted causes shall be made by D.C.I. at its standard charges for labor and materials.

NOTICES:

Any written communication required to be given thereunder will be sent to the address of the contact person listed or to such other address as advised by written communication. All notices to D.C.I. shall be sent via certified or registered mail and shall be deemed effective three (3) days after mailing.

TERM:

This agreement will automatically renew annually at the then current Expert Management Agreement rate as applicable. D.C.I. will invoice prior to the renewal date for the subsequent year's maintenance. Invoice is due and payable prior to the anniversary of the commencement date. Government agencies who cannot have renewable contracts are exempt from this clause and this clause only.

The Customer has the right to cancel the contract within the last thirty (30) days of the anniversary of the expiration date of the contract. Any communication to this effect should be in writing meeting the terms and conditions under NOTICES above.

SUCCESSOR OF PARTIES BOUND:

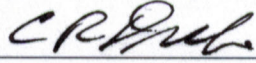
This Agreement and all its provisions shall inure to and become binding upon heirs, executors, administrators, successors and assigns of the parties hereto.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Customer and D.C.I. with respect to the Expert Management of the equipment. Customer has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties and representations specifically set forth herein. This agreement becomes binding only upon written acceptance by the principal or authorized representative of Drake Communications, Inc.

SPECIAL CONDITIONS:

DRAKE COMMUNICATIONS, INC.

By: Cecil Drake 

Title: President

Date: 1/14/15

CUSTOMER

By: _____

Title: _____

Date: _____

Billing Address: _____

Equipment Site: _____

Contact Person: _____

Telephone # _____

Fax # _____